

which the latest of the following occurs:

- (i) The Player's Normal Retirement Date;
- (ii) The 10th anniversary of the date the Player commenced participation in the Plan; or
- (iii) The date the Player ceases to be an Employee.

(2) However, notwithstanding Section 4.7(c)(1) above, distribution of benefits will not commence until a Player makes such elections and submits such information as are required by the Retirement Board; except that, if a Player does not make such elections and submit such information by the date that the payment of benefits is required to begin in accordance with Section 4.7(a), the Player's benefits will be paid in accordance with Section 4.7(a) based upon certain assumptions made by the Plan regarding the Player's marital status and, if the Player is assumed to be married, the age of the Player's Spouse. Such assumptions will be made based upon all information in the possession of the Plan. If the Plan has no information regarding a Player's marital status, the Plan will assume that the Player is married. If a Player is married or is assumed to be married, the Player's benefits will be paid in the form of a Qualified Joint and Survivor Annuity, unless the Player elects otherwise. If the Plan has no information regarding the age of a Player's Spouse, the Plan will assume that the Spouse is ten years younger than the Player. If the Player later makes such elections and provides such information as are required by the Retirement Board, or if additional information is obtained by the Retirement Board, the Player's benefit payments will be recalculated and adjusted retroactively (without interest) back to the date payments began.

**4.8 Rollovers Out of the Plan.** Notwithstanding any provision in the Plan to the contrary, a "distributee" may elect, at the time and in the manner prescribed by the Retirement Board, to have any portion of an "eligible rollover distribution" paid directly to an "eligible retirement plan" specified by the distributee in a "direct rollover." For purposes of this Section, the following terms will be defined as follows:

(a) "Distributee" means a person who is entitled to a distribution under the Plan and who is a Player, a Player's surviving Spouse, or a Player's Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in section 414(p) of the Code or, effective January 1, 2010, a non-spouse beneficiary;

(b) "Eligible rollover distribution" means any distribution of all or any portion of a distributee's benefit under the Plan, except that an eligible rollover distribution does not include: (1) any distribution that is one of a series of substantially equal periodic payments (payable not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; and (2) any distribution to the extent such distribution is required under section 401(a)(9) of the Code;

(c) "Eligible retirement plan" means an individual retirement account described in

section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, effective January 1, 2008, a Roth IRA described in section 408A of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. Eligible retirement plan also means an annuity contract described in Code section 403(b) and an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The same definition of eligible retirement plan also will apply in the case of a distribution to an eligible Spouse who is the Participant's surviving spouse, or to a former spouse to the extent provided under a Qualified Domestic Relations Order as described in Code section 414(p); however, for a non-spouse beneficiary, the eligible retirement plan is limited to an inherited IRA pursuant to section 402(c)(11) of the Code; and

(d) "Direct rollover" means a payment by the Plan to the eligible retirement plan specified by the distributee.

**4.9 Special Rules.** Notwithstanding any other Plan provisions, Benefit Credits for Credited Seasons prior to 1959 will not be paid with respect to any period prior to July 1, 1993 and will be actuarially increased to the extent the Annuity Starting Date is after the later of June 1, 1993 or the Player's Normal Retirement Date. For purposes of this Section 4.9, Credited Seasons prior to 1959 needed to reach five Credited Seasons (when added to the Player's Credited Seasons after 1958) will be treated as having occurred after 1958.

**4.10 Additional Rules for Certain Veterans.** A Player who is vested solely because of Section 1.10(e) may elect to commence receiving benefits as of the later of June 1, 1993 or his Normal Retirement Date, under any optional form of benefit described in Section 4.4(c)(1), (2), (4) or (5), but not Section 4.4(c)(3). Such benefits will be actuarially increased to the extent the Player's Annuity Starting Date is after the later of June 1, 1993 or his Normal Retirement Date. Such benefits will be paid to a Player or his beneficiary retroactive to the later of June 1, 1993 or his Normal Retirement Date and will begin as soon as practicable after a completed application for the benefits is submitted to the Retirement Board. The surviving Spouse of a Player who is entitled to benefits solely because of Section 1.10(e) will receive a benefit as if the Player had elected one day before his death a 100% contingent annuity pension under Section 4.4(c)(4) with the Spouse as the contingent annuitant, unless the Player, with spousal consent, elected a different form of benefit prior to his death.

**4.11 Additional Rules for Players Vested Solely Because of Section 1.37(i).** Notwithstanding any other Plan provisions, the following additional rules will apply to any Player who is vested solely because of Section 1.37(i):

(a) Such a Player may elect to receive benefits under any of the forms described in Section 4.4(c)(1), (2), (4), or (5), but not Section 4.4(c)(3);

(b) Such a Player will be entitled to receive benefits pursuant to an Annuity Starting Date of June 1, 1998 or later;



(c) A benefit paid to such a Player will be actuarially increased to the extent his Annuity Starting Date is after the later of June 1, 1998 or the Player's Normal Retirement Date; and

(d) No beneficiary of such a Player who dies prior to his Annuity Starting Date will be entitled to receive any benefit, except that the surviving Spouse of such a Player will be entitled to receive, as of the first day of the month following the date of the Player's death, a benefit equal to the amount she would have received had the Player elected a Qualified Joint and Survivor Annuity with respect to his Benefit Credits on the day prior to his death, unless he elected another form of benefit.

**4.12 Special Rules Regarding Payment Options for Certain Vested Players.**

Notwithstanding Section 4.11, Players who became Vested Players in 2002 or 2003 because of an interpretation of Section 1.10(a) or Section 1.10(e) by the Retirement Board that relates to Credited Seasons for Plan Years prior to the 1970 Plan Year may elect to receive a retroactive distribution for the sum of monthly benefits from the later of (1) June 1, 1998 or (2) the Player's Normal Retirement Date to the date of payment, and his monthly benefit will not be actuarially increased. If the Player elects an Annuity Starting Date after the later of (1) or (2) above, his monthly benefit will be actuarially increased.

## ARTICLE 5 TOTAL AND PERMANENT DISABILITY

### 5.1 Eligibility and Amount.

Any Active Player or Vested Inactive Player (other than a Player who has no Credited Seasons after 1958 or who is vested solely because of subsection (f), (g), (h), or (i) of Section 1.37), who is not receiving retirement benefits and is determined by the Retirement Board or the Disability Initial Claims Committee to be totally and permanently disabled as defined in section 5.2, and who satisfies the other requirements of this Article 5, will receive a monthly total and permanent disability ("T&P") benefit for the months described in sections 5.6 and 5.7. Such benefit will commence after the expiration of a six-month waiting period measured from the date of such total and permanent disability. The amount of such monthly benefit will equal the sum of the Player's Benefit Credits (excluding Benefit Credits for Credited Seasons prior to 1959) including, if applicable, the Benefit Credit for the Plan Year in which such total and permanent disability occurs, as provided in Section 1.10(c)(2). The amount may be increased based on the category of T&P benefits (described in subsections (a), (b), (c), and (d) below) for which the Player qualifies, and may be reduced pursuant to Plan section 4.5.

Except as provided in Section 5.8, no benefits under this Article 5 will be payable with respect to any future or past month or other period of time to a Player who first makes a claim for benefits under this Article after he begins to receive his monthly pension under Article 4. T&P benefits for periods prior to April 1, 2008 will be determined based on the versions of the Plan in effect for such periods, except as provided in Sections 5.2(b), 5.6(b), and 5.6(c).

(a) Active Football. The monthly total and permanent disability benefit will be no less than \$4,000 if the disability(ies) results from League football activities, arises while the Player is an Active Player, and causes the Player to be totally and permanently disabled "shortly after" the disability(ies) first arises.

(b) Active Nonfootball. The monthly total and permanent disability benefit will be no less than \$4,000 if the disability(ies) does not result from League football activities, but does arise while the Player is an Active Player and does cause the Player to be totally and permanently disabled "shortly after" the disability(ies) first arises.

(c) Football Degenerative. The monthly total and permanent disability benefit will be no less than \$4,000 if the disability(ies) arises out of League football activities, and results in total and permanent disability before fifteen years after the end of the Player's last Credited Season.

(d) Inactive. This category applies if (1) the total and permanent disability arises from other than League football activities while the Player is a Vested Inactive Player, or (2) the disability(ies) arises out of League football activities and results in total and permanent disability fifteen or more years after the end of the Player's last Credited Season. The minimum benefits provided under this Section 5.1(d) will be offset by any disability benefits provided by an employer other than the League or an Employer, but will not be offset by worker's compensation.



The minimum amount of the monthly total and permanent disability benefit in this category is set forth in the following chart:

Amount	To Whom Applicable	Payment Period
\$1,500	Players who applied prior to April 1, 2007	Months prior to April 2008
\$1,750	Players who applied between April 1, 2007 and March 31, 2008 (inclusive)	Months prior to April 2008
\$3,334	All Players	April 2008 and later

(e) Dependent Children. If a written application for total and permanent disability benefits or similar letter that began the administrative process that resulted in the award of the total and permanent disability benefits was received before April 1, 2007, a benefit for Dependent children will be determined based on the Plan in effect for such periods.

(f) "Shortly After" Defined. A Player who becomes totally and permanently disabled no later than six months after a disability(ies) first arises will be conclusively deemed to have become totally and permanently disabled "shortly after" the disability(ies) first arises, as that phrase is used in subsections (a) and (b) above, and a Player who becomes totally and permanently disabled more than twelve months after a disability(ies) first arises will be conclusively deemed not to have become totally and permanently disabled "shortly after" the disability(ies) first arises, as that phrase is used in subsections (a) and (b) above. In cases falling within this six- to twelve-month period, the Retirement Board or the Disability Initial Claims Committee will have the right and duty to determine whether the "shortly after" standard is satisfied.

(g) Substance Abuse. Sections 5.1(a), 5.1(b), and 5.1(c) will not apply to a total and permanent disability caused by the use of, addiction to, or dependence upon (1) any controlled substance (as defined in 21 U.S.C. sec. 802(6)), unless (i) such use of, addiction to, or dependence upon results from the substantially continuous use of a controlled substance that was prescribed for League football activities or for an injury (or injuries) or illness arising out of League football activities of the applicant while he was an Active Player, and (ii) an application for total and permanent disability benefits is received based on such use of, addiction to, or dependence upon a controlled substance no later than eight years after the end of the Player's last Credited Season; (2) alcohol; or (3) illegal drugs. If a Player's benefit has been increased pursuant to Section 5.4 with respect to a total and permanent disability to which Sections 5.1(a), 5.1(b), or 5.1(c) do not apply, such benefit will be reduced to the greater of the sum of the Player's Benefit Credits or the minimum amount specified in Section 5.1(d). All other provisions of Section 5.4 will continue to apply to such benefit. For purposes of this section, the term 'illegal drugs' includes all drugs and substances (other than alcohol and controlled substances, as defined above) used or taken in violation of law or League policy.

(h) Psychological/Psychiatric Disorders. A payment for total and permanent disability as a result of a psychological/psychiatric disorder may only be made, and will only be awarded, for benefits under the provisions of Section 5.1(b) or Section 5.1(d), except that a total and permanent disability as a result of a psychological/psychiatric disorder may be awarded

under the provisions of Section 5.1(a) or Section 5.1(c) if the requirements for a total and permanent disability are otherwise met and the psychological/psychiatric disorder either (1) is caused by or relates to a head injury (or injuries) sustained by a Player arising out of League football activities (e.g., repetitive concussions); (2) is caused by or relates to the use of a substance prescribed by a licensed physician for an injury (or injuries) or illness sustained by a Player arising out of League football activities; or (3) is caused by an injury (or injuries) or illness that qualified the Player for total and permanent disability benefits under Section 5.1(a).

## **5.2 Determination of Total and Permanent Disability.**

(a) General Standard. An eligible Player will be deemed to be totally and permanently disabled if the Retirement Board or the Disability Initial Claims Committee finds that he has become totally disabled to the extent that he is substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit, but expressly excluding any disability suffered while in the military service of any country. A Player will not be considered to be able to engage in any occupation or employment for remuneration or profit within the meaning of this Section 5.2 merely because such person is employed by the League or an Employer, manages personal or family investments, is employed by or associated with a charitable organization, or is employed out of benevolence.

(b) Social Security Awards. Effective April 1, 2007, a Player who has been determined by the Social Security Administration to be eligible for disability benefits under either the Social Security disability insurance program or Supplemental Security Income program, and who is still receiving such benefits at the time he applies, will be deemed to be totally and permanently disabled, unless four voting members of the Retirement Board determine that such Player is receiving such benefits fraudulently and is not totally and permanently disabled.

(c) Medical Evaluations. Whenever the Retirement Board or the Disability Initial Claims Committee undertakes to make a determination with respect to the total and permanent disability of any person applying for total and permanent disability benefits under this Article 5, such person may first be required to submit to an examination by a competent physician or physicians, or institution or institutions, selected by the Retirement Board or the Disability Initial Claims Committee and may be required to submit to such further examinations as, in the opinion of the Retirement Board or the Disability Initial Claims Committee, are necessary to make an adequate determination respecting his physical or mental condition. A Player who is determined to be totally and permanently disabled because of an award of Social Security benefits, as described in Section 5.2(b) above, and who seeks benefits under Section 5.1(a), 5.1(b), or 5.1(c) may also be required to submit to an examination by a competent physician or physicians, or institution or institutions, selected by the Retirement Board or the Disability Initial Claims Committee and may be required to submit to such further examinations as, in the opinion of the Retirement Board or the Disability Initial Claims Committee, are necessary to make an adequate determination. Any person refusing to submit to any physical examination will not be entitled to any total and permanent disability benefits under this Article.

(d) Serial T&P Applications. A Player whose claim for benefits under this Article



has been denied and is not subject to further administrative review will be presumed conclusively to be not totally and permanently disabled under the provisions of Section 5.2(a) for twelve months following the date of such final denial. However, the Retirement Board or the Disability Initial Claims Committee may waive this twelve-month rule upon a showing by the Player that the Player may have become totally and permanently disabled since the date of the original claim due to a new injury or condition. This Section 5.2(d) does not apply to an application that first informs the Plan of an award of disability benefits under the Social Security disability insurance program or Supplemental Security Income program to that Player.

### **5.3 Continuation of T&P Benefits.**

(a) General Standard. Any Player who qualifies for total and permanent disability benefits under the standard of Section 5.2(a) may be required to submit to periodic physical examinations for the purpose of re-examining his condition. The examinations will occur not more often than once every five years, except that upon request of three or more voting members of the Retirement Board, examinations may occur as frequently as once every six months. For each calendar year in which a Player who qualifies for total and permanent disability benefits under the standard of Section 5.2(a) receives total and permanent disability benefits, he must submit a complete copy, with all schedules and attachments, of his annual federal income tax return by November 1 of the following calendar year. A Player who has not filed his annual federal income tax return by November 1 must either (1) submit a signed statement that he does not intend to file such tax return, and state the amount of total income from all sources for that year, or (2) submit an accounting of his total income from all sources for that year, and provide such federal income tax return promptly after it is filed. If the Retirement Board or the Disability Initial Claims Committee determines that such Player is no longer totally and permanently disabled, his total and permanent disability benefits will terminate. The total and permanent disability benefits of any Player refusing to submit to a required physical examination or to submit an annual federal income tax return (or equivalent) will be suspended until such refusal is resolved to the satisfaction of the Retirement Board. If such refusal is not resolved to the satisfaction of the Retirement Board within one year after such Player is notified of the consequences of his refusal, his total and permanent disability benefits will be terminated. In that event, such Player must submit a new application to be eligible to receive any further total and permanent disability benefits.

If a Player submits such application within one year of the termination of his T&P benefits and that Player's T&P benefits are reinstated, the prior classification of his T&P benefits under Section 5.1 will apply and the effective date rules of Section 5.6 will not apply, provided that such written application or similar letter begins the administrative process that results in the award of the benefit. If a Player submits such application more than one year after the termination of his T&P benefits, the Plan's normal classification and effective date rules under Sections 5.5 and 5.6 will apply to such application.

Notwithstanding the above, a Player who qualifies for total and permanent disability benefits under the standard of Section 5.2(a) may establish that he qualifies for continuation of his T&P benefits by showing that he is receiving disability benefits under the Social Security

disability insurance program or Supplemental Security Income program because he is unable to work, unless four voting members of the Retirement Board determine that such Player is receiving such benefits fraudulently and is not totally and permanently disabled.

(b) Social Security Awards. Any Player who qualifies for total and permanent disability benefits under Section 5.2(b) must submit proof annually of his continued receipt of Social Security disability insurance program or Supplemental Security Income program benefits, and must immediately report any revocation of those benefits to the Plan.

#### **5.4 Retirement on Disability.**

(a) Elections Permitted. On or after his Normal Retirement Date, but not later than the date as of which his retirement benefits must begin under Section 4.7, a Player receiving T&P benefits may elect to receive a monthly pension under Article 4.

(b) Amount. The amount of the monthly pension will be the greater of (1) the Player's total and permanent disability benefit under Section 5.1, as actuarially adjusted under Section 4.4 for the form in which benefits are paid, or (2) the sum of his Benefit Credits, as actuarially adjusted under Section 4.3 according to the date he begins to receive his monthly pension and Section 4.4 for the form in which benefits are paid. Dependent child benefits under Section 5.1(e) will continue to be paid during the Player's lifetime, but only as long as he is totally and permanently disabled, and only as long as the child continues to be the Player's Dependent.

(c) Effect of Election. After a Player elects to receive his monthly pension under this Section 5.4, he will receive no benefits under Article IV or Article V other than as provided in this Section 5.4 and Section 5.7.

(d) Relation to Section 5.3. A Player who elected to receive his total and permanent disability benefit as a monthly pension under Section 5.4(a) above is subject to the terms of Section 5.3. If the T&P benefits of such a Player would be terminated under Section 5.3, then the amount of his monthly pension will be adjusted such that the sum of his Benefit Credits, as actuarially adjusted under Section 4.3 according to the date he began to receive his monthly pension and under Section 4.4 for the form in which benefits are paid, will be substituted for the amount he previously was receiving under (b) for all months after the termination.

#### **5.5 Classification Rules.**

(a) Initial Classification. Classification of total and permanent disability benefits under Section 5.1 will be determined by the Retirement Board or the Disability Initial Claims Committee in all cases on the facts and circumstances in the administrative record. In determining the appropriate classification of benefits for a Player who is totally and permanently disabled, it will be conclusively presumed that the Player was not totally and permanently disabled for all months or other periods of time more than forty-two months prior to the date the Retirement Board receives a written application or similar request for total and permanent disability benefits that begins the administrative process that results in the award of the benefit.



This forty-two month limitation period will be tolled for any period of time during which such Player is found by the Retirement Board or the Disability Initial Claims Committee to be physically or mentally incapacitated in a manner that substantially interferes with the filing of such claim.

(b) Reclassification. A Player who becomes totally and permanently disabled and who satisfies the conditions of eligibility for benefits under Section 5.1(a), 5.1(b), 5.1(c), or 5.1(d) will be deemed to continue to be eligible only for the category of benefits for which he first qualifies, unless the Player shows by evidence found by the Retirement Board or the Disability Initial Claims Committee to be clear and convincing that, because of changed circumstances, the Player satisfies the conditions of eligibility for a benefit under a different category of total and permanent disability benefits. A Player's total and permanent disability benefit will not be reclassified or otherwise increased with respect to any month or other period of time that precedes by more than forty-two months the date the Retirement Board receives a written application or similar letter requesting such reclassification or increase that begins the administrative process that results in the award of the benefit. This forty-two month limitation period will be tolled for any period of time during which such Player is found by the Retirement Board or the Disability Initial Claims Committee to be physically or mentally incapacitated in a manner that substantially interferes with the filing of such claim.

(c) Subsequent Periods of Total and Permanent Disability. A Player whose total and permanent disability benefits terminate will thereafter remain eligible to receive total and permanent disability benefits in accordance with Section 5.1 should the Player experience a subsequent period of total and permanent disability. Any such subsequent total and permanent disability will be classified in accordance with the provisions of Section 5.1, without regard to the classification of any previous period of total and permanent disability.

#### **5.6 Effective Date of Total and Permanent Disability Benefits.**

(a) Applications on or after April 1, 2008. For a written application for total and permanent disability benefits or similar letter that began the administrative process that resulted in the award of the total and permanent disability benefits that is received on or after April 1, 2008, total and permanent disability benefits will be paid retroactive to the first day of the month that is two months prior to the date such application or letter is received. However, if an application was delayed because of the Player's mental incapacity, the award may be retroactive to the first day of a month that precedes the date of receipt of the application by up to thirty-six months, but only if and to the extent it is established that the mental incapacity caused the delay. In no event will total and permanent disability benefits be retroactive to any date that precedes the date of receipt of the application by more than thirty-six months.

(b) Applications Received Prior to April 1, 2008 Based on Social Security Awards. The effective date of total and permanent disability benefits for a Player who qualifies for total and permanent disability benefits pursuant to the standard described in Section 5.2(b) and whose application is received prior to April 1, 2008 will be the later of (1) April 1, 2007 or (2) the first day of the month that next follows or is coincident with the date the Social Security Administration recognizes as the onset date of total and permanent disability.

(c) All Other Applications Received Prior to April 1, 2008. For claims not described in subsections (a) and (b) above that result in an award of total and permanent disability benefits, benefits will be paid beginning as of the first day of the month following the month in which the Player is deemed to have become totally and permanently disabled; however, no total and permanent disability benefit under this Section 5.6(c) will be payable with respect to any month or other period of time that precedes by more than forty-two months the date the Retirement Board first receives a written application or similar letter requesting such benefit, provided that such written application or similar letter begins the administrative process that results in the award of the benefit. This forty-two month limitation period will be tolled for any period of time during which such Player is found by the Retirement Board or the Disability Initial Claims Committee to be physically or mentally incapacitated in a manner that substantially interferes with the filing of such claim.

**5.7 Duration of Total and Permanent Disability Benefits.** All benefits provided by this Article will be payable until the earlier of (1) the cessation of the Player's total and permanent disability, or (2) the Player's death.

**5.8 2008 Window Period for Players Who Elected Early Retirement**

(a) Notwithstanding the contrary provision of Section 5.1, any Vested Inactive Player (including a Player who is vested solely because of subsection (f), (g), (h), or (i) of Section 1.37), who began to receive retirement benefits under Article 4 prior to his Normal Retirement Date, and who satisfies the other requirements of this Article 5 will receive an increased pension if he is deemed to be totally and permanently disabled under subsection (b)(1) or (2) below pursuant to an application or similar letter that (1) begins the administrative process that results in the award of the benefit and (2) is received by the Plan during the 2008 Window Period. The 2008 Window Period began on April 1, 2008 and ended on July 31, 2008.

(b) Window Period Standards.

(1) A Player described in subsection (a) above will be deemed totally and permanently disabled for all months in which he receives disability benefits from either the Social Security disability insurance program or Supplemental Security Income program, but only if he demonstrates that he is receiving such Social Security disability benefits at the time his application under the 2008 Window Period is received, and only if he was awarded such Social Security disability benefits as of a date that precedes his Normal Retirement Date.

(2) A Player described in subsection (a) above, whose Normal Retirement Date is after April 1, 2008, and who does not meet the standard in subsection (b)(1) immediately above, will be deemed totally and permanently disabled for those months in which he satisfies Section 5.2(a).

(c) Total and permanent disability benefits awarded pursuant to the 2008 Window Period will be retroactive to the first day of the month that is two months prior to the date the Player's application is received by the Plan.